

Large On-Site Sewage System Management Agreement (Single Ownership)

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between _____, hereinafter referred to as "Owner" and Washington State Department of Health, hereinafter referred to as the "Department".

IT IS THE PURPOSE OF THIS AGREEMENT TO provide for the operation of an on-site wastewater system as required under the provisions of Chapter 246-272-08001(2)(a)(vi) WAC, Rules and Regulations of the Washington State Board of Health.

IT IS, THEREFORE, MUTUALLY AGREED THAT the Owner will:

- (a) Maintain and operate the on-site sewage system located at _____ near _____, in concurrence with the requirements of the Department and any other regulatory agencies as set forth herein.
- (b) Provide surveillance of condition of and proper and efficient functioning of on-site sewerage system.
- (c) Employ competent personnel, as determined by the Department, familiar with the maintenance and operation of those types of on-site sewerage systems under its management.
- (d) Provide adequate management, staff, and facilities necessary to carry out its managerial and record keeping duties.
- (e) Operate from a fixed location and provide a listed telephone number under its business title and street address. Current address and phone number are as follows:

NAME:

ADDRESS:

PHONE NUMBER:

- (f) Keep records of inspections, work done, and other details relating to maintenance and operation of the on-site sewage system.
- (g) Set up and maintain an accounting and audit system, conforming to any applicable statutes.
- (h) Have available on the site of the sewage facility a Department-approved maintenance and operation manual specifically suited to the nature of the on-site sewerage system. Owner agrees to provide surveillance and maintenance in accordance with procedures prescribed in the manual. In addition to the operation and maintenance manual, owner agrees to:
 - (i) Keep records of inspections, monitoring, work done, conditions found, etc. Records shall be available for inspection by the Department.
 - (ii) Provide pumping of septic tanks or other storage tanks by licensed septic tank pumpers. Frequency of pumping and monitoring should be included in the operation and maintenance manual.
 - (iii) Submit reports of system monitoring, maintenance and operation to the Department on forms included in the operation and maintenance manual.

The owner reserves the right to contract with public or private agencies or persons for labor or other services, and to enter upon the property at reasonable hours to make routine inspections of operations, perform work, and to respond to emergency conditions.

This agreement shall remain in force until all on-site sewerage systems on the property have been abandoned and the buildings served by such systems have been connected to an approved public sewage system.

It is hereby agreed that in the event that property and said wastewater treatment/disposal system is sold or otherwise transferred to another entity, the terms of this agreement shall be disclosed and shall transfer with the ownership or control of said property.

This agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement this ____ day
of _____, _____

OWNER:

DEPARTMENT:

**STATE OF WASHINGTON
DEPARTMENT OF HEALTH**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

State of Washington, County of _____

I, the undersigned, a Notary Public in and for the above named county and state, do hereby
certify that on this _____ day of _____,
personally appeared before me:

to me known to be the individual _____ described in and
who executed the within instrument, and acknowledge that he (she) (they) signed and sealed the
same as _____ free and voluntary act and deed, for the uses and purposes
therein mentioned.

GIVEN under my hand and official seal the day and year last above written

Notary Public in and for the state of Washington, residing
at:
